

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Award CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project in the amount of \$765,772.71 to The Middlesex Corporation of Littleton, Massachusetts.

County-wide

Ray Hooper

BACKGROUND:

CC-4864-09/JVP will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on Lake Mary Blvd. The project includes milling and resurfacing roadway, installation of traffic loops and placement of pavement markings from Markham Woods Road to Rhinehart Rd.

The project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Joe Weston, Project Coordinator II; Bill Glennon, Principal Engineer; and Antoine Khoury, Assistant County Engineer, all from the Public Works Department, Engineering Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder The Middlesex Corporation., in the amount of \$765,772.71. The Middlesex Corporation has an Orlando office. The completion time for this project is thirty eight (38) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total Agreement time of sixty-eight (68) calendar days from the issuance of a Notice to Proceed by the County. The back-up documentation includes the Tabulation Sheet.

The Engineer's Estimate for the project was \$1,353,791.00. This is a budgeted project, and funds are available in ARRA Lake Mary Blvd.(Account # 077507.560670, CIP #00283801).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-4864-09/JVP- Lake Mary Boulevard Pavement Rehabilitation Project in the amount of \$765,772.71 to The Middlesex Corporation of Littleton, Massachusetts.

ATTACHMENTS:

1. CC-4864-09_JVP-Award Agreement (The Middlesex Corporation)
2. CC-4864-09 JVP-Backup Documentation

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
LAKE MARY BOULEVARD PAVEMENT REHABILITATION
(CC-4864-09/JVP)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between THE MIDDLESEX CORPORATION, duly authorized to conduct business in the State of Florida, whose address is One Spectacle Pond Road, Littleton, Massachusetts 01460, hereinafter called "CONTRACTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as the Lake Mary Boulevard Pavement Rehabilitation Project.

The Project for which the Work under the Contract Documents is a part is generally described as the Lake Mary Boulevard Pavement Rehabilitation Project.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PBS&J, whose address is 482 S. Keller Road, Orlando, Florida 32810.

(b) "CEI" is the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in

the Contract Documents, "CEI" shall mean Wilbur Smith Associates, Inc., 3191 Maguire Boulevard, Suite 200, Orlando, Florida 32803.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within thirty-eight (38) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is SEVEN HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 71/100 DOLLARS (\$765,772.71) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions

of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by

ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled

Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts,

relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or

any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Peter Fronczak, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity,

relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.


(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond; 
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;

(13) Certificate of Final Completion;
(14) Contractor's Release;
(15) Drawings and Plans;
(16) Supplemental Agreements;
(17) Contractor's Waiver of Lien (Partial);
(18) Contractor's Waiver of Lien (Final and Complete);
(19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
(20) Consent of Surety to Final Payment;
(21) Instructions to Bidders; and
(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the

traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$3,570.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay ~~or~~ reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for

receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Works Department
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONTRACTOR:

The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA 01460

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 103.0)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

THE MIDDLESEX CORPORATION

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk

9/21/09

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

Exhibit "A"

American Recovery and Reinvestment Act of 2009 – Lake Mary Blvd Pavement Rehabilitation Project

SCOPE OF SERVICES

The contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the rehabilitation of pavement on Lake Mary Blvd. The project includes Milling and resurfacing Roadway Surface, Installation of Traffic Loops and placement of pavement markings from Markham Woods Road to Rinehart Rd. This project will use the ARRA of 2009 and shall comply with the following:

Compliance with American Recovery and Reinvestment Act of 2009:

This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. Satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the COUNTY or its agent in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.

Section 902 of the ARRA of 2009 provides the COUNTY and his representatives the authority:

- (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the COUNTY and its representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Section 1515(a) of the ARRA provides authority for any representatives of the COUNTY and/or agent to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the COUNTY and/or agent have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Failure to Comply with American Recovery and Reinvestment Act of 2009: The COUNTY will withhold progress payments from the Contractor for failure to comply with the requirements.

EXHIBIT "B"

BID FORM
(A+B BID)PROJECT: Lake Mary Blvd. Pavement RehabilitationCOUNTY CONTRACT NO.: CC-4864-09/JVPTO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

- (a) The COUNTY specifies the maximum Contract Time for Substantial Completion as 83 Days. The contract time on the bid form, as submitted by the bidder (must be equal to or less than the County specified maximum days), shall be the amount of time the bidder has proposed for substantial completion only. The County will provide a set term of 30 days for Final Completion.

- (b) The COUNTY specifies the UC as \$3570.00 per Day.

- (c) A+B computation = $A + (B \times UC)$.

Where: \$765,772.71A = Bidder's Total Bid \$ ~~765,772.71~~B = Bidder's Contract Time 38 Days.

The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This amount shall be the Contract Price if a contract is awarded.

TOTAL AMOUNT OF BID: \$765,772.71

(Must equal "A" in the Bidder's A+B formula)

Numbers

Seven hundred Sixty five thousand Seven hundred Seventytwo
dollars and eighty eight cents

(IN WORDS)

The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00, specific consideration for indemnification.

The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services

CONTRACT TIME:

(Must equal "B" in the Bidder's A+B formula)

Number of Days

Thirty Eight days

(IN WORDS)

The agreement substantial completion time will be the same as "B" Bidder's substantial completion time as set forth in the Bidder's A+B Bid formula.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, materials and equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

A+B COMPUTATION: ~~\$981,432.71~~ \$901,432.71

Numbers

Nine hundred one thousand four hundred thirty two
dollars and seventy one cents

(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

The Bidder acknowledges the receipt, execution, and return of the following forms:

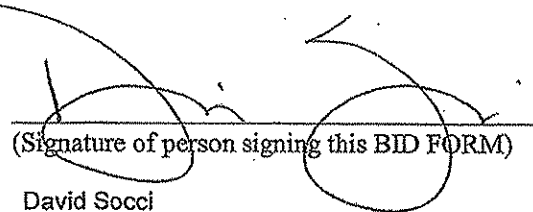
BID SUBMITTAL CHECKLIST

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section	Form	Included <input checked="" type="checkbox"/>
00100	Bid (addendum acknowledged)	<input checked="" type="checkbox"/>
	Bid Security (acceptable type)	<input checked="" type="checkbox"/>
00110	Trench Safety Act	<input checked="" type="checkbox"/>
00120	Bidder Information (inc. W-9)	<input checked="" type="checkbox"/>
00200	Non-Collusion Affidavit of Bidder	<input checked="" type="checkbox"/>
00300	Certification of Non-segregated Facilities	<input checked="" type="checkbox"/>
00310	Americans with Disabilities Act	<input checked="" type="checkbox"/>
00320	Drug-Free Workplace	<input checked="" type="checkbox"/>
00330	Public Entity Crimes	<input checked="" type="checkbox"/>
00340	Compliance with Public Records	<input checked="" type="checkbox"/>
	Copies of required Licenses	<input checked="" type="checkbox"/>

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day of September, 2009.

The Middlesex Corporation
(Name of BIDDER)


(Signature of person signing this BID FORM)

David Socci
(Printed name of person signing this BID FORM)

Senior Vice President Estimating
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

LAKE MARY BLVD PAVEMENT REHABILITATION - BID TABULATION FORM
FROM MARKHAM WOODS ROAD TO RINEHART ROAD
 SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
	ROADWAY ITEMS				
101-1	MOBILIZATION	LS	1	\$54,250.00	\$54,250.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$25,000.00	\$25,000.00
327-70-6	MILLING EXIST ASPH PAVT (1 1/2" AVG DEPTH)	SY	50,412	\$1.23	\$63,015.24
327-70-4	MILLING EXIST ASPH PAVT (3" AVG DEPTH)	SY	11,303	\$1.23	\$14,128.79
334-1-13	SUPERPAVE ASPHALTIC CONC (TRAFFIC C) (1.5")	TN	933	\$68.00	\$63,444.00
337-7-33	ASPH. CONC. FRICTION COURSE (FC-12.5)(RUBBER) (1.5")	TN	5,092	\$82.00	\$417,544.00
522-1	SIDEWALK CONCRETE (4" THICK) (CONTINGENCY)	SY	40	\$175.00	\$7,000.00
527-1	DETECTABLE WARNING ON WALKING SURFACE	EA	41	\$425.00	\$17,425.00
536-73	REMOVAL OF EXISTING GUARDRAIL	LF	540	\$4.75	\$2,565.00
570-1-2	PERFORMANCE TURF, SOD	SY	300	\$2.50	\$750.00
630- 1- 12	CONDUIT - SIGNALS (F & I) (UNDERGROUND)	LF	980	\$4.13	\$4,067.00
630- 1- 13	CONDUIT (F & I) - SIGNALS (F & I) (UNDER PAVEMENT)(CONTINGENCY)	LF	40	\$15.75	\$631.00
630- 1- 14	CONDUIT - SIGNALS (F & I) (UNDERGROUND - JACKED)	LF	620	\$8.00	\$4,997.00
635- 1- 11	PULL AND JUNCTION BOXES (F&I)	EA	16	\$212.25	\$3,396.00
660- 2-102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	38	\$584.89	\$22,222.42
660- 2-106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	22	\$708.33	\$15,583.26
706- 3	RETRO-REFLECTIVE PAVEMENT MARKERS (F&I)	EA	2,196	\$3.00	\$6,588.00
710-11-111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	NM	3,625	\$792.00	\$2,871.00
710-11-122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	LF	244	\$0.19	\$39.04
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	4,101	\$0.59	\$2,050.59
710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"	LF	24	\$0.90	\$21.60
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	618	\$1.50	\$927.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 6"	GM	3,490	\$422.40	\$1,474.19
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	EA	15	\$40.00	\$600.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	84	\$20.00	\$1,680.00
710-11-211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	NM	2,506	\$792.00	\$1,984.75
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	LF	61	\$0.90	\$54.90
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.125	\$422.40	\$52.80
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	3,625	\$2,481.00	\$8,995.80
711-11-122	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	LF	244	\$0.79	\$170.80
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	4,101	\$1.47	\$5,946.45
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	24	\$2.15	\$51.60
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	618	\$2.90	\$1,792.20
711-11-131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	GM	3,490	\$686.40	\$2,395.54
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	15	\$150.00	\$2,250.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	84	\$40.00	\$3,360.00
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	2,506	\$2,481.00	\$6,218.84
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	61	\$2.15	\$131.15
711-11-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	0.125	\$792.00	\$99.00
	TOTAL BID				\$765,772.71

\$8,993.63

\$765,772.71

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

[illegible]

TOTAL \$

David Socci, Senior Vice President Estimating
Printed Name

Signature

The Middlesex Corporation
Bidder Name

September 16, 2009
Date

EXHIBIT "D"

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

The Middlesex Corporation

Signature:

[Signature]

Printed Name:

David Socci

Title:

Senior Vice President Estimating

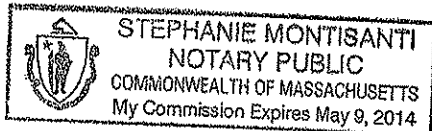
Date:

September 16, 2009

Affix Corporate Seal

STATE OF Massachusetts)
) ss
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 16th day of September, 2009, by David Socci of The Middlesex Corporation (firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.



[Signature]
Print Name Stephanie Montisanti
Notary Public in and for the County
and State Aforementioned

My commission expires: May 9, 2014

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-4864-09/JVP
PROJECT TITLE: Lake Mary Blvd
BID OPENING DATE: September 16, 2009 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	<p>The Middlesex Corp. One Spectable Pond Rd Littleton, MA 01460</p> <p>David Socci dsocci@middlesexco.com (978) 742-4400 (Phone) (978) 742-4434 (Fax)</p>	<p>P&S Paving, Inc 3701 Olson Drive Daytona Beach, FL 32124</p> <p>Todd Phillips bdavidson@pandspavinginc.com (386) 258-7911 (Phone) (386) 258-9313 (Fax)</p>	<p>Halifax Paving, Inc. 860 Hull Road Ormond Beach, FL 32174</p> <p>James E. Davis halifaxpaving@cfl.rr.com (386) 676-0200 (Phone) (386) 676-0803 (Fax)</p>	<p>Ranger Construction 1200 Elboc Way Winter Garden, FL 34787</p> <p>Mark Veillette Estimating.orlando@rangerconstruction.com (407) 656-9255 (Phone) (407) 656-3188 (Fax)</p>
Total "A" Amount	\$765,772.71	\$815,991.28	\$770,685.13	\$743,758.22
# of DAYS	38	28	60	70
Total "B" Amount	\$901,432.71	\$915,951.28	\$984,885.13	\$993,658.22
Acknowledge addenda 1-1	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes
FDOT Certification	Yes	Yes	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC4864-09/JVP

Page 2 of 2

ITEM DESCRIPTION	Response #5
	Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789 Tom Craft Dave.shuman@hubbard.com (407) 645-5500 (Phone) (407) 623-3865 (Fax)
Total "A" Amount	\$857,514.95
# of DAYS	45
Total "B" Amount	\$1,018,164.95
Acknowledge addenda 1-3	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Certification of Non-Segregated Facilities Form	Yes
Americans w/Disabilities Act	Yes
Drug-Free Workplace Form	Yes
Public Entity Crimes Form	Yes
Experience of Bidder	Yes
Bid Bond	Yes
W-9	Yes
Compliance w/ Public Records	Yes
FDOT Certification	Yes
	Yes

Bid Opening: September 16, 2009 at 2:00 p.m., Purchasing and Contracts Conference Room, 200 W. County Home Rd, Sanford, FL 32773

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst
(Posted by J. Perry September 22, 2009 @ 9:00am Eastern)
 Recommendation of Award: The Middlesex Corp.
 BCC Agenda Date: October 13, 2009